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10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**
12 **WESTERN DIVISION**

13 PASCAL LANGUIRAND, an
14 individual,

15 Plaintiff,

16 v.

17 W CHAPPELL MUSIC CORP., a
18 California corporation doing business
19 as WB Music Corp.; UNIDISC
20 MUSIC INC., a Canadian corporation
21 doing business as Unitunes Music; and
22 DOES 1 through 10, inclusive,

23 Defendants.

Case No.: 2:22-cv-05725

**COMPLAINT FOR COPYRIGHT
INFRINGEMENT**

JURY TRIAL DEMANDED

1 Plaintiff PASCAL LANGUIRAND alleges as follows:

2 **I**

3 **NATURE OF THE ACTION**

4 1. This is an action brought by Pascal Languirand against W Chappell
5 Music Corp. and Unidisc Music Inc. for willful copyright infringement. Languirand
6 is the founding member of the synth-pop musical group Trans-X, formed in his native
7 Quebec, Canada in 1982. This action is brought upon the grounds that defendants,
8 without any viable or tenable legal grounds for doing so, have stubbornly and
9 willfully refused to comply with Languirand's Notice of Termination duly served
10 pursuant to § 203 of the Copyright Act.

11 2. Since the first Copyright Act was enacted in 1790, that Act and the
12 several successive copyright statutes have always had a feature which allows a
13 second chance for authors (or their heirs) to reclaim copyrights from unwise grants
14 made by authors early on in their careers, close to the creation of the works. While
15 the particular features of those laws, and the length of the terms and statutory scheme
16 of the terminations involved, have changed and evolved, the strong "second chance"
17 concept has remained. In fact, the very first act, the Copyright Act of 1790, borrowed
18 that concept from the English Statute of Anne, enacted in 1709, the first copyright
19 law. The theme continued in the Copyright Acts of 1831, 1870, and 1909.

20 3. Likewise, § 203 of the Copyright Act of 1976 modified the Act of 1909
21 substantially but continued the "second chance" policy with full force. According to
22 the Congressional Record, the purpose of the statute was to protect authors and their
23 heirs from "the unequal bargaining position of authors" in dealing with unpublished
24 works, because of "the impossibility of [an author] determining [his or her] work's
25 prior value until it has been exploited." H.R. Rep. No. 94-1476, at 124 (1976).
26 Section 203 provides that authors (a term that includes both songwriters and
27 recording artists) may terminate grants of copyright ownership thirty-five (35) years
28 after the initial grant, generally computed from the date of the publication of those

1 works subject to the grant.

2 4. But while the Copyright Act confers upon authors the valuable “second
3 chance” that they so often need, the authors who have attempted to avail themselves
4 of this important protection have encountered not only resistance from many record
5 labels and music publishers, they have often been subjected to the stubborn and
6 unfounded disregard of their rights under the law and, in many instances, willful
7 copyright infringement.

8 II

9 JURISDICTION

10 5. This court has subject matter jurisdiction over this action because it
11 arises under the laws of the United States, 28 U.S.C. § 1331, and more particularly,
12 because it arises under an Act of Congress relating to copyrights, 28 U.S.C. § 1338,
13 namely, the Copyright Act of 1976, as amended, 17 U.S.C. § 101 *et seq.*

15 III

16 VENUE

17 6. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) in that a
18 substantial part of the events or omissions giving rise to the claim occurred in this
19 district.

20 IV

21 PARTIES

22 7. Plaintiff PASCAL LANGUIRAND (“Languirand”) is an individual
23 residing in Mérida, Mexico.

24 8. Defendant W CHAPPELL MUSIC CORP. (“WCM”) is a corporation
25 duly organized and existing under the laws of the State of California, with its office
26 located at 777 South Santa Fe Avenue, Los Angeles, California 90021. WCM does
27 business under the tradename WC Music Corp.

28 9. Defendant UNIDISC MUSIC INC. (“Unidisc”) is a corporation duly

1 organized and existing under the laws of the province of Quebec, Canada, with its
2 office located at 57 B Hymus Boulevard, Point Claire QC H9R 4T2, in Quebec,
3 Canada. Unidisc, which is a record label, does business under the tradename
4 “Unitunes” in connection with the exploitation of music publishing interests that it
5 purports to own.

6 10. At all times material times herein, that is, as of the effective date of
7 Notice of Termination discussed below, WCM has acted as the United States agent
8 and sub-publisher of Unidisc and Unitunes, that is, WCM is responsible for issuing
9 licenses and collecting income, for Unitunes, in the United States. In addition to
10 having a long-standing business relationship, and being represented by, a music
11 publishing company in this district as its agent, Unidisc has also voluntarily availed
12 itself of the jurisdiction of this court to prosecute copyright actions in this district.

13 11. Plaintiff is ignorant of the true names and capacities of the defendants
14 sued herein as Does 1 through 10, inclusive, and therefore sue these defendants by
15 such fictitious names. Plaintiff will amend this Complaint to allege the true names
16 and capacities of those defendants, when ascertained. Plaintiff is informed and
17 believes, and on that basis alleges, that each of the fictitiously named defendants is
18 responsible in some manner or capacity for the wrongful conduct alleged herein, and
19 that plaintiff’s losses and damages as alleged herein were proximately and/or directly
20 caused by each such defendant’s acts.

21 V

22 FACTS COMMON TO ALL CLAIMS

23 12. Languirand is a songwriter, and formed the musical group Trans-X in
24 1982 in Quebec, Canada. Shortly thereafter, Languirand wrote and composed a
25 composition entitled “Vivre sur Video,” which was later recorded and released in
26 May 1983 in Canada in an English version, “Living on Video.” Shortly after the
27 release of “Living on Video,” the recording became a hit in Canada, as well as the
28 British and European charts. Later in 1983, Languirand wrote and composed another

1 single, “Message on the Radio.” As used herein, the word “Compositions” shall refer
2 to both “Living on Video” and “Message on the Radio.”

3 13. In or about January 1983, Languirand entered into a music publishing
4 arrangement with companies called New Image Music Publishing and Costa Demo
5 Productions, also based in Quebec, Canada.

6 14. On March 15, 1984, New Image Music Publishing and Costa Demo
7 Productions registered “Living on Video” in the United States Copyright Office
8 (registration number PA0000208961), as well as “Message on the Radio”
9 (registration number PA0000208960).

10 15. On July 11, 2016, Languirand served a Notice of Termination (the
11 “Notice”) upon New Image Music, care of Unitunes Music, based upon the then-
12 current information on the then-current contact information for the current grantee of
13 the Compositions, pursuant to the ASCAP database. A true and correct copy of the
14 Notice is attached hereto as Exhibit A. Thereafter, Languirand caused the Notice to
15 be recorded in the United States Copyright Office, which duly recorded the Notice
16 on May 23, 2017, as Document No. V9935 D067 P1 through P3.

17 16. At the time Languirand caused the Notice to be served, Unitunes was
18 acting as the administrator and/or the successor to New Image Music and Costa
19 Demo Productions, or had acquired the assets of those companies by that time. At
20 present, according to ASCAP, Unitunes is “claiming publishing for this work [sic]
21 with WC Music as admin [sic] for original publisher NEW IMAGE MUSIC REG D
22 [sic].

23 17. The effective date of termination for the Compositions was March 2,
24 2019, and, as of that date, Languirand became the owner of the United States
25 copyright in and to the Compositions. Shortly thereafter, Languirand entered into an
26 administration agreement with a music publisher called Blixa Music, which was and
27 is a company affiliated with ASCAP. Pursuant to standard, post-termination
28 instructions from Blixa Music, ASCAP removed the Compositions from the Unitunes

1 catalogue at or about that time, and Blixa Music became the administrator of the
2 Compositions, and, for approximately two years, until June 2021, collected
3 performance monies from ASCAP in due course, and mechanical royalties from
4 other sources.

5 18. According to ASCAP, however, in June 2021, Unitunes decided that it
6 would disregard the Notice, and claimed that it still owned the United States
7 copyright in and to the Compositions. Blixa Music, as Languirand's administrator,
8 did not learn of this sudden change of position until February 16, 2022, when ASCAP
9 informed Blixa Music that Unitunes had, for reasons that ASCAP did not explain,
10 made a "claim" to ownership of the two Compositions in June 2021. On February
11 18, 2022, Anna Spano of Unitunes wrote to ASCAP and informed that organization
12 that "we maintain our claim as to the two works."

13 19. Immediately thereafter, on February 18, 2022, Evan S. Cohen, the
14 proprietor of Blixa Music, wrote to Spano and reminded her that the effective date of
15 termination was March 2, 2019, and asked her "What is the basis for your current
16 claim to these works?" Spano failed and refused to respond to Cohen's email. The
17 email to Spano also copied WCM, who also failed to respond. On July 18, 2022,
18 Cohen wrote to WCM and to Spano of Unidisc and again asked "What is your basis
19 for making this claim, for the two songs listed on the Notice?" Tim Meade, who is
20 employed as the Vice President of Legal and Business Affairs at WCM, also failed
21 and refused to explain the actions of his company or of Unitunes. As of the filing of
22 this action, no answers have ever been given, and none appear to be forthcoming.

23 20. Despite having received the Notice, defendants have ignored the
24 effective dates of termination and have willfully infringed the Compositions,
25 beginning in or about June 2021, in that WCM and Unitunes have continued to
26 exploit the Compositions in the United States after the effective termination date, via
27 digital media, and in some cases physical phonorecords, with impunity, and are still
28 exploiting the Compositions as of the filing of this suit.

VI
CLAIM FOR RELIEF FOR
COPYRIGHT INFRINGEMENT
(Against All Defendants)

21. Plaintiffs reallege paragraphs 1 through 20, inclusive, as if fully set forth.

22. As of March 2, 2019, Languirand is the exclusive owner of the United States copyright in and to the Compositions, and under § 106 of the Copyright Act, and Languirand, or his music publishing administrator, has the exclusive right to issue licenses and collect income from any and all exploitation of the Compositions in the United States, including, but not limited to, public performance royalties and mechanical royalties.

23. Despite having full knowledge that the effective dates of termination have passed, defendants improperly asserted rights in the Compositions in or about June 2021, willfully and without any basis whatsoever, and continue to exploit the Compositions in complete and willful disregard of the law. The fact that both Unidisc and WCM refuse to provide any explanation for their actions, and refuse to discuss the matter in any fashion, provide additional support for a finding that the actions of these two defendants, and their personnel, are deliberate and willful.

24. Pursuant to 17 U.S.C. § 504(b), Languirand is entitled to his actual damages, including defendants' gains and profits from infringement of the Compositions, as will be proven at trial. In the alternative, if Languirand so elects, pursuant to 17 U.S.C. § 504(c), Naked Eyes is entitled to recover up to \$150,000 in statutory damages for each registered Composition infringed, for willful copyright infringement.

25. Languirand is also entitled to recover his attorneys' fees and costs pursuant to 17 U.S.C. § 505, and prejudgment interest according to law.

1 6. For such other and further relief as the court should deem just and
2 proper.

3 BYRNES HIRSCH, P.C.
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5 Dated: August 12, 2022

By: /s/ Bridget B. Hirsch
Bridget B. Hirsch

7 *Attorneys for Plaintiff*
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial.

BYRNES HIRSCH P.C.

Dated: August 12, 2022

By: /s/ Bridget B. Hirsch

Bridget B. Hirsch

Attorneys for Plaintiff